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Norwich City School District And
Norwich Educators Organization

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COLLECTIVE BARGAINING AGREEMENT

by and between the

**Superintendent of Schools
of the
City School District of the
City of Norwich**

and the

Norwich Educators Organization

**For the School Years
1999 - 2003**

NORWICH, NEW YORK

RECEIVED

MAY 07 2001

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

204

TABLE OF CONTENTS

Article		Page
	PREAMBLE	1
	EDUCATIONAL COMMITMENT	1
I	RECOGNITION	1
II	REQUIREMENT PER TAYLOR LAW	2
III	CONFORMITY TO LAW-SAVING CLAUSE	2
IV	MANAGEMENT RIGHTS	3
V	ASSOCIATION RIGHTS	3
VI	ETHICS COMMITTEE	3
VII	NO REPRISALS	3
VIII	CONDITIONS OF EMPLOYMENT	4
IX	TEACHER PERSONNEL FILES	4
X	SENIORITY	5
XI	TEACHER ASSIGNMENT	5
XII	ELIMINATION OF POSITIONS	6
XIII	UNIT MEMBER WORK YEAR	6
XIV	GUIDANCE COUNSELOR WORK YEAR	6
XV	STAFF DEVELOPMENT	7
XVI	WORK DAY	8
XVII	DUTY-FREE TIME	8
XVIII	CLASS SIZE	8
XIX	TEACHER-PARENT CONFERENCES	9
XX	AIDES	9
XXI	DEVELOPMENT OF NEW PROGRAMS	9
XXII	SUPERVISION OF STUDENT TEACHERS	9
XXIII	SCHOOL CALENDAR	9
XXIV	PROFESSIONAL CONFERENCES	10
XXV	REPRIMANDS AND/OR FAIR DISMISSAL	10
XXVI	SUPERVISION AND EVALUATION OF TEACHING	11

XXVII	TEACHERS SALARY	13
XXVIII	DUES DEDUCTION	15
XXIX	ADDITIONAL PAYROLL DEDUCTIONS	16
XXX	EXTRA DUTY SCHEDULE	17
XXXI	COACHING	18
XXXII	DEPARTMENT CHAIRPERSONS	20
XXXIII	PAYMENT FOR UNUSED SICK LEAVE	20
XXXIV	HOSPITAL, SURGICAL, MAJOR MEDICAL AND DENTAL INSURANCE PLANS	21
XXXV	PHYSICAL EXAMINATION	23
XXXVI	SICK LEAVE	23
XXXVII	SICK LEAVE BANK	25
XXXVIII	PARENTAL LEAVE	26
XXXIX	SABBATICAL LEAVE	26
XL	SHORT TERM LEAVES	27
XLI	TEMPORARY TEACHERS (Substitutes)	28
XLII	TEMPORARY LEAVES OF ABSENCE	28
XLIII	JURY DUTY	29
XLIV	CLASSROOM VISITATIONS BY TEACHERS	29
XLV	GRIEVANCE PROCEDURE	29
XLVI	IRS SECTION 125 PLAN	33
XLVII	DURATION OF AGREEMENT	33
	SIGNATURES	34
	MEMORANDUM OF UNDERSTANDING	
	HEALTH INSURANCE	35

Appendix SALARY REDUCTION AGREEMENT

PREAMBLE

The Board of Education of the NORWICH CITY SCHOOL DISTRICT (hereinafter called the Board), and Superintendent of Schools, and the NORWICH EDUCATORS ORGANIZATION (hereinafter called the NEO) recognize that the highest quality of education consistent with community, state and national resources is a common responsibility. Relationships must therefore be established which are based on this goal and on the concept of education as a public trust.

Further, the purpose of entering into this agreement is to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967).

EDUCATIONAL COMMITMENT

The Board of Education is the educational authority for the City School District of the City of Norwich. It is the legal representative not only of the City School District, but also of the people through the State Department of Education. The broad powers of the Board are derived from the State Constitution, the Laws of New York State and the consent of the people of the City School District. In exercising its responsibility, the Board aims to provide the best possible education for the people of the district. It is mindful of the fact that education is a process of growth and will act with diligence in providing a stimulating program in order to further the development of all.

As provided by law, the Board of Education shall have the power and it shall be its duty to provide the buildings, furniture, equipment and conditions it deems necessary for an efficient program of the public schools for the City School District. It shall be responsible for the proper care, extension, upkeep and safety of the same; it employs the administrative, supervisory and teaching staff and necessary non-teaching personnel, and prescribes rules and regulations for the same; and shall make further needful provisions as may seem necessary for an efficient and satisfactory system of public education provided by the Education Law and its amendments.

ARTICLE I RECOGNITION

- 1.1 As a condition for continuation of recognition, the NEO shall submit to the Board by November 1st during each school year of the terms of this Agreement, a verified statement of the number of dues-paying members of the NEO showing a membership of more than fifty (50) percent of the professional teaching staff regularly employed by the school district.

- 1.2 The NEO shall be the sole negotiating agent, and, after initial employment, the Board and/or administration shall make no attempt to bargain with any unit, person or persons, except the appointed NEO representative.

ARTICLE II
REQUIREMENT PER TAYLOR LAW

- 2.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 2.2 Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read aloud at any membership meeting called to consider such ratifications.
- 2.3 Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief school officer of each public employer to each public employee. Each public employee employed thereafter shall, upon employment, be furnished with a copy of the provisions of this section.

ARTICLE III
CONFORMITY TO LAW-SAVING CLAUSE

The parties hereto shall comply with all provisions of this Agreement, unless and until any provision or provisions are held to be contrary to law by legislation, by the Court of Appeals of the State of New York or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are so held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purposes of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

ARTICLE IV
MANAGEMENT RIGHTS

Except as expressly limited by provisions of this Agreement, the authority, rights and responsibilities delegated under law to this Board, are retained by said Board.

ARTICLE V
ASSOCIATION RIGHTS

- 5.1 Building Representatives and Association Officers on official NEO business, shall not be required to sign in at individual meetings.
- 5.2 The NEO shall have the right to the use of school facilities for the conduct of its business, i.e. use of rooms for meetings, school mail system and duplicating equipment. The NEO shall purchase their own supplies and pay for their own postage.
- 5.3 If an administrator or teacher, during or prior to a meeting concerning matters stated in the contract, feels a need for a building representative or Association Ethics Committee member to be present, the meeting will be discontinued and/or rescheduled as soon as possible with the other person or persons present.
- 5.4 Association leave: During the term of this Agreement and expiring with the expiration of this Agreement, the President of the NEO and the Superintendent will develop a schedule which will provide a maximum amount of time available to handle NEO business without interrupting classroom instruction.

ARTICLE VI
ETHICS COMMITTEE

The NEO will establish a functional Ethics Committee with the obligation to initiate inquiry and to cooperate with administration in requests for investigating alleged unprofessional practices. The committee shall submit written reports to the Superintendent, which would include positive recommendations.

ARTICLE VII
NO REPRISALS

There will be no reprisals of any kind taken against any teacher because of his/her active membership in the Association of Teachers (NEO) or because he/she expresses

his/her opinion on any educational issue. This in no way shall be interpreted as allowing a teacher to be insubordinate in carrying out district policies and objectives.

ARTICLE VIII
CONDITIONS OF EMPLOYMENT

- 8.1 Recruitments:
 - 8.1.1 Faculty personnel will continue to be involved with recruiting and promoting of professional and para-professional personnel.
- 8.2 Appointments:
 - 8.2.1 The Board, administration, and NEO members will be involved in the continuing development and review of tenure procedures.
- 8.3 Transfers:
 - 8.3.1 Transfers and changes in assignment shall be on a voluntary basis whenever possible. In making involuntary transfers, the conveniences and wishes of the individual teacher should be considered. Affected teachers shall be notified as soon as information is available on involuntary transfers.
 - 8.3.2 Teachers may apply in writing for transfers to be effective the next school year without giving reasons for the request.
 - 8.3.3 Teachers may apply in writing for transfers to be effective during the current school year provided that in such cases the teachers shall be required to state the reasons for the transfer request.
 - 8.3.4 The administration shall post a list of known vacancies for the coming school year by April 15th in each school and will update same periodically for the remainder of the school year.

ARTICLE IX
TEACHER PERSONNEL FILES

- 9.1 Teachers shall have the right, upon request, to review the contents of their personnel file. A teacher shall be entitled to have a personally selected representative accompany him or her during each review.

- 9.2 Material, excluding reference and information obtained in the process of evaluating the teacher for initial employment, which is derogatory to a teacher's conduct, service, character or personality, shall not be filed unless the teacher has had an opportunity to examine the material and has had an opportunity to make a written statement of explanation to be attached to said material. The teacher must affix his/her signature on the actual copy to be kept with the understanding that the signature merely signified he or she has examined the material and does not necessarily indicate agreement with the contents. Material which is not based on facts shall not be placed in the file.
- 9.3 Upon request, the teacher shall be furnished a reproduction of any material in the file excluding reference or information obtained in the process of evaluating the teacher for initial employment.
- 9.4 Any action, defined as dismissal, suspension, or request for resignation, against a teacher must be based on events which occurred prior to notification. Written material to substantiate the action shall be placed in the file no later than 15 school days after the date of notification. This does not preclude information being placed in the file which does not relate to the action. More than one action against a teacher may be pending at the same time.

ARTICLE X **SENIORITY**

In determining seniority for purposes of this Agreement, the seniority date for each employee shall be established as beginning with his/her most recent date of hire with the school district.

ARTICLE XI **TEACHER ASSIGNMENT**

Teachers will be notified of their tentative program for the coming year, including the schools to which they will be assigned, the grade and/or subject that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than June 15. In the event that a teacher is hired later than August 15, the teacher should be notified at the time of hiring or no later than three days thereafter. A copy of the tentative master schedule will be available in each school building by June 30.

ARTICLE XII
ELIMINATION OF POSITIONS

Any teacher whose position is being considered for elimination by the Board of Education and/or administrative staff, shall be verbally notified immediately. Such teacher shall receive a minimum of 45 days written notice of the effective date of such action when formalized.

ARTICLE XIII
UNIT MEMBER WORK YEAR

- 13.1 The work year of unit members of the Norwich City Schools, other than new personnel who may be required to attend additional orientation sessions, shall begin no earlier than the day after Labor Day and end no later than the 30th day of June of each year, unless special circumstances peculiar to the District require a different starting or ending time. The work year shall be no longer than 185 working days.
- 13.2 Any unit member required to work beyond 185 days during the school year shall be paid on the basis of 1/200th of their teaching salary for each day of work.
- 13.3 Any unit member working voluntarily beyond 185 days during the school year shall be paid by stipend. The stipend will be based on a predetermined rate as planned for in the School District budget.
- 13.4 Half days will be approximately three hours and a half, not including a lunch break. Full days will be approximately six and a half hours, not including a lunch break.

ARTICLE XIV
GUIDANCE COUNSELOR WORK YEAR

- 14.1 The work year of guidance counselors shall begin no earlier than September 1 and end no later than June 30 of each school year.
- 14.2 Between September 1 and June 30, guidance personnel may be required to work a total of four (4) days beyond the 185 day work year established for other members of the professional staff. If so directed, guidance personnel shall receive additional compensation at 1/200th of their annual salary for each day of service.

ARTICLE XV
STAFF DEVELOPMENT

- 15.1 The NEO shall be advised of all staff development activities to be offered before or at the same time as such information is made available to unit members.
- 15.2 Compensation associated with staff development activities shall be established by the District and shall generally reflect one of the following levels:
- 1/200ths of the Unit Member's Annual Salary
 - In-Service Salary Credit
 - \$100 per diem
 - \$50 per diem
 - No compensation
- 15.3 Staff Development activities will be clearly noted as voluntary or mandatory.
- 15.4 During each school year the District will provide, beyond the contractually-established work day and work year, professional development programs. Participation in such programs by members of the teaching staff will be voluntary, except as provided for under Article XI, Section 15.8 of this Agreement.
- 15.5 Such programs will focus on topics and activities identified by the District and/or members of the teaching staff.
- 15.6 The Norwich Educators Organization recognizes the potential benefits of such staff development programs and agrees to support their development and implementation.
- 15.7 The parties to this Agreement shall establish a labor management committee to discuss professional growth and evaluations. The parties agree to implement acceptable recommendations upon the approval of the Superintendent and the NEO Executive Committee.
- 15.8 All certificated personnel shall be required to participate in at least one District-approved in-service training or staff development program during each year of employment. Programs that satisfy these requirements will be designated by the Superintendent. The mix of programs offered will be consistent from year to year as regards length of programs (hours and days), times when offered (during workday, off hours and summer), and payment. Time spent in completing such programs when school is not in session or outside of the regular work day shall be compensated as per the provisions of

Section 15.2 above. The Superintendent of Schools or his/her designee must approve all such activities. This requirement for participation in in-service training or staff development programs shall be considered as above and beyond any mandate under any law, statute, or regulation.

ARTICLE XVI **WORK DAY**

Teachers shall remain after the end of the pupil day to perform professional duties including, but not limited to, meeting with parents and assisting and counseling students.

ARTICLE XVII **DUTY-FREE TIME**

- 17.1 Full-time elementary teachers' and special education teachers' schedules shall be arranged so that each teacher will have a daily duty-free time of 30 minutes whenever possible, but no less than 25 minutes, in addition to the 30 minute duty-free lunch period.
- 17.2 When a special teacher is in charge of the class, the teacher shall be released from any and all supervision.

ARTICLE XVIII **CLASS SIZE**

- 18.1 The Board of Education and the NEO agree that class size in the elementary school is a factor in the level of learning which may be attained by any student. It is agreed that class sizes ranging from 25 to 28 is a goal toward which the Board of Education will work.
- 18.2 In the event that circumstances dictate that more than 28 students be assigned to any one class section, the teacher involved in instructing that class shall participate, if available, in the placement of those students into the classroom.
- 18.3 No teacher shall be laid off in order to effect a reduction in staff until the upper limit of the above-noted range has been attained.

ARTICLE XIX
TEACHER-PARENT CONFERENCES

In order to assist elementary teachers and special education teachers to complete parent conferences whenever such conferences involve total classes as a part of the reporting to parents process, these teachers will be released from their teaching duties for one full day per conference period. On that day a substitute teacher will perform the teacher's duties when school is in session while the teacher holds parent conferences. Alternative arrangements for parent-teacher conferences may be made by agreement between the building principal and the teacher.

ARTICLE XX
AIDES

- 20.1 Clerical aides will not be permitted to perform instructional duties when employed as clerical aides.
- 20.2 No teacher shall have an aide, parental help or volunteer help of any kind in the classroom when the teacher does not want such assistance.
- 20.3 Teachers can and should be aware of possible assistance in the classroom. However, the use or non-use of such assistance shall be at the discretion of each teacher. This is not intended to restrict programs to advance educational objectives of the district.

ARTICLE XXI
DEVELOPMENT OF NEW PROGRAMS

Any member of the professional staff from a department area or grade area who desires to serve on a committee to develop new programs may do so.

ARTICLE XXII
SUPERVISION OF STUDENT TEACHERS

Involvement of any teachers in a student teacher education program will be on a voluntary basis.

ARTICLE XXIII
SCHOOL CALENDAR

At least thirty (30) days prior to when the calendar is adopted, the Superintendent shall make copies available to the President of the Norwich Educators Organization so that

the members may make recommendations known to the Superintendent and the Board of Education.

ARTICLE XXIV
PROFESSIONAL CONFERENCES

- 24.1 Information relevant to education conferences shall be posted on appropriate school bulletin boards.
- 24.2 Within budgetary limitations, teachers may attend conferences of associations in which the teacher holds membership.
- 24.3 Applications for this purpose shall be initiated by interested teachers and have the approval of the building principal. Forms for this purpose will be available in each school. Initiation by such means does not exclude attendance at professional conferences through administrative request.
- 24.4 Attendance at professional conferences will be distributed to teaching staff as equitably as possible.
- 24.5 Requests to attend conferences shall normally be made the year before so that funds may be allocated in the new year's budget.
- 24.6 Expenses to be paid by the Norwich City School system whether by teacher or administrative initiation shall include travel, including tolls, parking fees, etc., lodging, meals and registration. Membership dues may not be charged to the district. Upon return, expenses forms with receipts shall be submitted to the Superintendent's office through the building principal.
- 24.7 Some professional meetings arise with little previous notice. Provisions to cover expenses as noted in Item 5 will be made available based on remaining existing conference funds for said building.
- 24.8 Staff filing for a conference, with or without expenses to be paid by the District, shall submit a Conference Request Form which can be obtained in the Principal's Offices.

ARTICLE XXV
REPRIMANDS AND/OR FAIR DISMISSAL

- 25.1 A reprimand is defined as a formal, written rebuke.
- 25.2 A teacher, at all times, will be entitled to have present the NEO Building Representative or a member of the Association's Ethics Committee, which-

ever is available, when he/she is meeting with an Administrator at the time they are being reprimanded or disciplined for any alleged infraction of this Agreement. When a request for such representation is made, no action will be taken with respect to the teacher until such representative of the Association is present.

- 25.3 In the event a teacher is dismissed from the Norwich City School District, the Board of Education shall dismiss no teacher without a due process for a fair dismissal:
- 25.3.1 A teacher dismissed during the first three years of service in this school district shall be dismissed as per Education Law 3031.
 - 25.3.2 A teacher, after the third year of service, shall not be dismissed without just cause.
 - 25.3.3 Any dismissal shall be based on the information contained in the teacher's personnel file.
 - 25.3.4 In all cases, teachers shall receive thirty (30) days notification of dismissal.

ARTICLE XXVI

SUPERVISION AND EVALUATION OF TEACHING

26.1 Supervision:

- 26.1.1 Supervision includes all types of practical assistance and all forms of professional counsel, both of a formal and informal nature, provided to probationary and tenure teachers which are intended to raise the level of instructional quality in the district as well as to help assure the success in teaching of each member of the professional staff. Supervision may be applied in, but is not limited to, activities such as classroom visits, grade level meetings and conference and team planning.
- 26.1.2 The following shall assume supervisory and observation roles: The Superintendent, the Assistant Superintendent, Building Principals, Assistant Principals, Directors of Student Services, Physical Education, Technology and Instructional Support and Special Programs in their particular areas, and others designated by the Superintendent to fill such a role.

26.2 Observation Reports

26.2.1 The purpose of classroom observations is to assess teacher competency, to use such an assessment to point out strengths and weaknesses observed, and to evaluate effectiveness of individual teachers and the instructional program. A minimum of two classroom observations per year of each non-tenured teacher shall occur. At least one observation shall be prior to the end of the first semester. Such observations are to be made by those with supervisory roles. The basis of observations is defined in the teacher handbook. If the teacher has any questions regarding the basis of observations, he/she may initiate a meeting with his/her administrator to clarify questions.

26.2.2 Within ten school days following the observation, there shall be a discussion between the teacher and the observer relative to the observation. A written report shall be made of the observation. A copy of this written report shall be given to the observed teacher at least twenty-four hours prior to the post-observation conference. The observer shall make concrete suggestions in writing on how to improve noted weaknesses, and the teacher shall be given the opportunity to read the observation report, add desired comments, sign and be given a copy. The observation report shall then be placed in the teacher's personnel file.

26.3 Evaluation:

An evaluation shall be based on classroom observations and other information gathered in the course of supervision. The process of evaluation is applicable to tenured as well as probationary teachers.

26.4 Evaluation Report:

26.4.1 The teacher evaluation report shall be the responsibility of those who assume supervisory and observation roles. Respective building administrators and directors will confer prior to submission of the report to the staff members involved. On the basis of those classroom observations and other information gathered in the course of supervision, the evaluator shall record comments, and/or recommendations on the evaluation form. A sample copy is located in the teacher handbook. The evaluation report shall be discussed with the teacher upon its completion. Teachers shall read the "Evaluation Report" and be given the opportunity to add desired

comments. The Evaluation Report along with the supplemental comments shall be signed by both parties involved and a copy provided for the teacher.

- 26.4.2 All evaluation reports of a teacher shall be kept in the teacher's personnel file in the District Office.
- 26.4.3 During the probationary period, the candidate for permanent appointment to the teaching staff has an obligation to demonstrate to supervisory and administrative personnel that he/she is fully competent to teach and worthy of permanent appointment to the professional staff. The School District has an obligation to provide the probationary candidate with satisfactory working conditions. The School District also has an obligation to provide supervisory assistance as the candidate requires and to point out weaknesses and suggest ways and means of improving his/her teaching.

ARTICLE XXVII TEACHERS SALARY

27.1 SALARIES 1999-00

Entry Level Salary \$28,500

Each returning teacher shall receive an increase of 3.75% on base plus longevity, plus any newly acquired longevity increase.

27.2 SALARIES 2000-01

Entry Level Salary \$29,250

Each returning teacher shall receive an increase of \$1,506 plus any newly acquired longevity increase.

27.3 SALARIES 2001-02

Entry Level Salary \$29,750

Each returning teacher shall receive an increase of 3.75% on base plus longevity, plus any newly acquired longevity increase.

27.4 SALARIES 2002-03

Entry Level Salary \$30,500

Each returning teacher shall receive an increase of \$1,626 plus any newly acquired longevity increase.

27.5 Longevity increments after completion of:

5 years	\$260
7 years	\$260
9 years	\$260
12 years	\$260
15 years	\$260
19 years	\$260
23 years	\$260
27 years	\$300

27.6 Credit Hours and Stipends

27.6.1 Salary credit for hours beyond the Bachelor's Degree will be granted to a teacher upon prior approval of the Superintendent at the rate of forty dollars (\$40) per credit hour for hours earned prior to July 1, 1999, and fifty dollars (\$50) per credit hour for all hours earned after July 1, 1999.

27.6.2 Teachers having a Master's Degree will be awarded an additional \$500.

27.6.3 Teaching having a Doctoral Degree will be awarded an additional \$500.

27.7 Salary payments shall be made every other Friday throughout the school year. Teachers may still have the option to select different methods of payment as offered by the district. Teachers will not receive their final payment until all their work for the school year is completed.

27.8 A teacher who takes a leave of absence without pay and who returns in a subsequent school year shall be paid at the base salary (exclusive of credit hours, stipends and longevities) equivalent to others with the same years of experience. Individual credit hours, stipends and longevity increments will then be added. (e.g. A teacher in the 6th year of employment takes a leave and returns one year later. This person shall have a base pay equal to other teachers with seven years experience.)

ARTICLE XXVIII
DUES DEDUCTION

- 28.1 The Board agrees to deduct from the salaries of its employees dues of such association as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies within 5 days to the NEO. Teacher authorization shall be in writing on the form(s) provided by the NEO.
- 28.2 The NEO shall certify to the Board, in writing, the current rate of membership dues of those associations named in 28.1. If any association shall change the rate of its membership dues, the NEO shall give the Board thirty (30) days notice prior to the effective date of such change.
- 28.3 Deductions referred to in Section 28.1 above shall be made in the following manner: the total annual membership dues for those designated professional associations.
- 28.4 Teachers being employed after the start of the school year shall be eligible for payroll deductions at any time with three (3) weeks notice. These employees will only be liable for the remaining payroll deductions.
- 28.5 Upon termination of employment, the total remaining portion of dues shall be withheld from the final paycheck. The Association shall submit a written statement to the business office designating the amount of dues to be withheld two weeks prior to issuance of the final paycheck.
- 28.6 Since dues deduction cards are in force until withdrawn in writing, such notice of withdrawal may only be served between September 1st and September 15th of any given year.
- 28.7 The Board shall, following the last pay period of each month from which a dues deduction is made, transmit the amount so deducted as well as any notification of additions and/or deletions to the payroll deduction list within five days to the Treasurer of the NEO. The final transmittal shall be accompanied by a listing of the members for whom deduction has been made and the amount deducted for each.

Prior to the last pay period in October of each year, the President of the NEO will notify in writing, the Superintendent of his authorized representative, the name of the Treasurer of the NEO.

ARTICLE XXIX
ADDITIONAL PAYROLL DEDUCTIONS

Savings Bonds (U.S. Government)
Tax Sheltered Annuity (Salary Reduction Form attached)
United Fund

Others when feasible under present system with mutual agreement between teacher and the Assistant Superintendent for Business.

An employee must complete the approved 403-b deduction form in order to have monies deducted for a tax sheltered annuity. All required paperwork must be on file prior to any deduction being made. For existing TSAs, all required paperwork must be on file by July 1, 1999, for any further deductions to be made.

ARTICLE XXX
EXTRA DUTY SCHEDULE

With the prior approval of the involved administrative supervisor, the chaperoning of dances, fan buses, education trips (outside school days) or supervision of weekend school activities shall be paid at the rate of:

1999-00	\$49.00
2000-01	\$51.00
2001-02	\$53.00
2002-03	\$55.00
2003-04	\$57.00

	Group I	Group II	Group III	Group IV	Group V	Group VI
1999-00	\$870	\$1,309	\$1,528	\$1,962	\$2,398	\$3,434
2000-01	903	1,358	1,586	2,035	2,488	3,563
2001-02	937	1,409	1,645	2,112	2,581	3,697
2002-03	972	1,462	1,707	2,191	2,678	3,835
	National Honor Society	Soph. Class Advisor	Future Secy's Assoc.	Jr. Class Advisor	Stage & Technical Crew	Marching Band
	Natoli Comm.	Student Council	Jazz Ensemble		Archive	
HIGH SCHOOL	Foreign Exchange Club	French Club	US First		Sr. Class Advisor	
	SADD	Spanish Club			Musical	
	Video Club				Pep Club	
	Outing Club					
	Student Store					
	Freshman Class Advisor					
	Key Club					
Supervisor	1999-00	*4271	549 per coach	*pool of money in each budget year to be equally divided among coaches, not to exceed		
Olympics	2000-01	*4432	569 per coach			
Of the	2001-02	*4598	591 per coach			
Mind	2002-03	*4770	613 per coach			

	Group I	Group II	Group III	Group IV	Group V	Group VI
1999-00	\$870	\$1,309	\$1,528	\$1,962	\$2,398	\$3,434
2000-01	903	1,358	1,586	2,035	2,488	3,563
2001-02	937	1,409	1,645	2,112	2,581	3,697
2002-03	972	1,462	1,707	2,191	2,678	3,835

MIDDLE SCHOOL	Extra-Curr Art	Student Store	Student Council
		French Club	Musical
	Computer Club		
		Spanish Club	

ELEM SCHOOL	Art Clubs (2)	Student Councils (2)	Safety Patrol (2)
	Friendship Club (Perry Browne)		
	Library Clubs (2)		
	Computer Clubs (2)	Musical (2)	

ARTICLE XXXI COACHING

31.1 The following activities in which groups are trained and coached to play a series of scheduled games and/or tournaments with teams from other school are recognized as interscholastic sports for extra pay purposes. New sports may be added or existing sports may be discontinued at the recommendation of the Superintendent and approval of the Board.

31.1.1 Because the coach is a teacher in his role as a coach, the NEO, coaching staff and the Superintendent of Schools believe:

- (i) There is a direct correlation between the educational program and the interscholastic and intramural programs.
- (ii) Athletics is a part of the comprehensive educational program of the Norwich City School District.

31.1.2 Salary for a new sport will be determined by the Board, relevant to an equivalent position or sport.

31.2 Coaching Salary Schedule – 1999-00

GROUP	I	II	III	IV
	5,205	4,298	3,429	2,810

Coaching Salary Schedule – 2000-01

GROUP	I	II	III	IV
	5,400	4,460	3,558	2,915

Coaching Salary Schedule – 2001-02

GROUP	I	II	III	IV
	5,603	4,627	3,691	3,024

Coaching Salary Schedule – 2002-03

GROUP	I	II	III	IV
	5,813	4,800	3,829	3,138

Group I Positions

Var. Boys' Basketball
 Var. Girls' Basketball
 Football
 Var. Boys' Swimming
 Wrestling
 Gymnastics
 Var. Girls' Volleyball

Group II Positions

Var. Boys' Baseball
 Var. Boys' Soccer
 Var. Girls' Soccer
 Var. Girls' Softball
 Bowling
 Track
 Var. Girls' Swimming

Group III Positions

Track Assistant
 Football Assistant (6)
 Wrestling Assistant (3)
 Boys' JV Baseball
 Boys' JV Basketball
 Girls' JV Basketball
 Girls' JV Softball
 Girls' JV Volleyball
 Boys' JV Soccer
 Girls' JV Soccer
 Golf
 Cross County
 Boys' Tennis
 Girls' Tennis
 Winter Cheerleading
 Fall Cheerleading

Group IV Positions

Boys' Mod. Swimming
 Girls' Mod Swimming
 Track Assistant (3)
 Var. Boys' Tennis
 Var. Girls' Tennis
 Modified Baseball
 Modified Boys' A Basketball
 Modified Boys' B Basketball
 Modified Boys' C Basketball

Group IV Positions

Modified Girls' Basketball
 Modified Boys' Soccer
 Modified Girls' Soccer
 Modified Girls' Softball
 Modified Girls' Volleyball
 Modified Boys' Baseball
 Boys' Assistant Swimming & Diving
 Girls' Assistant Swimming & Diving
 Winter JV Cheerleading

31.3 Method of Payment:

- 31.3.1 Coaches will be paid in two nearly equal installments, one at the midpoint and one at the end of their coaching assignment.
- 31.3.2 Effective 7/1/96, varsity coaches who qualify for regional and state tournament play beyond sectionals will be paid an additional \$250.

ARTICLE XXXII
DEPARTMENT CHAIRPERSONS

GROUP	I	II	III	IV
1999-00	\$1,572	\$1,900	\$2,491	\$2,880
2000-01	1,631	1,971	2,584	2,988
2001-02	1,692	2,045	2,681	3,100
2002-03	1,755	2,121	2,782	3,216

GROUP I Home Economics, Art

GROUP II Social Studies, Mathematics, English, Director of Music, Second Languages, Elementary Science Coordinator, Elementary Social Studies Coordinator

GROUP III Business, Technology

GROUP IV Science, Assistant to the Principal (3)

ARTICLE XXXIII
PAYMENT FOR UNUSED SICK LEAVE

- 33.1 The District shall establish a payment for unused sick leave having the features set forth thereafter.

- 33.1.1 A teacher must have completed ten years of service in the Norwich City School District.
- 33.1.2 A teacher must retire under the New York State Teachers' Retirement System
 - or-
 - A teacher with ten or more years of service in the Norwich City School District loses his/her position due to a reduction in force.
- 33.1.3 Payment for any unused sick leave days shall be paid at the rate of \$40.00 per day upon meeting the above criteria.

33.2 REVOCABLE LETTER OF RESIGNATION

- 33.2.1 An eligible teacher must submit an irrevocable letter of resignation in a form acceptable to the District to become effective on the effective date of retirement. Said letter to be submitted to the District at least six months preceding such effective date. Such notice will be waived in situations involving 33.1.3 above.
- 33.2.2 A teacher who qualifies for this provision under 33.1 shall receive \$40.00 compensation within the IRS year for each accumulated, unused day of sick leave to a maximum of 248 days.

ARTICLE XXXIV HOSPITAL, SURGICAL, MAJOR MEDICAL AND DENTAL INSURANCE PLANS

34.1 Hospital, Surgical, Major Medical:

- 34.1.1 For the school years, 1999-00 through 2002-03, the Board will assume 100% of the cost of individual coverage and 90% of the cost of the dependent coverage for medical insurance for all full-time employees under the Blue Cross-Blue Shield UB3-17X Insurance Plan or its equivalent. Also included will be a major medical expense program to include \$1,000,000 in one benefit period or in two or more benefit periods.
- 34.1.2 The Board will provide a non-member hospital rider to the Blue Cross Blue Shield insurance plan in effect.
- 34.1.3 The major medical insurance will provide for a \$100 individual deductible per calendar year or \$200 family aggregate deductible per calendar year.

34.1.4 Employee contributions shall be prorated over 20 pay periods.

34.1.5 New employees will have the availability of coverage on the date of reporting to work.

34.2 Dental Insurance:

34.2.1 Effective July 1, 1989 the Board will assume 80% of the cost for individual dental insurance for all full-time employees under Blue Cross-Blue Shield, Schedule A, Basic and Supplemental Basic Insurance Plans or its equivalent, and the employee will assume 20% of the cost. Employee contributions shall be prorated over 20 pay periods.

34.2.2 New employees will have the availability of coverage on the date of reporting to work.

34.2.3 Effective July 1, 1989 the District will assume 50% of the cost for family coverage benefits.

34.3 Teachers on temporary leave of absence, and retired teachers shall have provided any and all insurance benefits under current group rates, the cost to be borne by the individual.

34.4 RETIREES

34.4.1 The District will pay \$720 per year toward the health insurance premium.

34.4.2 Such payment shall continue until age 65.

34.4.3 In order to be eligible for the above, the employee must have worked a minimum of ten years in the Norwich City School District and retire under the New York State Teachers' Retirement System.

34.5 DUAL COVERAGE

When both spouses in this unit have health coverage, they may have a choice of one family plan or two individual plans.

ARTICLE XXXV
PHYSICAL EXAMINATION

The Board will provide a routine, yearly physical examination for any teacher who wishes to avail himself/herself of it, providing this physical is conducted by the school physician. The physical form shall be drawn up by the Board and its school physician.

ARTICLE XXXVI
SICK LEAVE

36.1 Purpose

- 36.1.1 Sick leave is an insurance against major income losses for unavoidable reasons. It is, therefore, designed to guarantee as much accumulation as is practical. It is not designed either to guarantee a fixed income or to accumulate financial rewards for good attendance. It is like an insurance protection, there if you need it, but there is also the hope that it will not be needed.

36.2 Entitlement:

- 36.2.1 Teachers shall be entitled to fourteen days of sick leave for each school year during which they are employed by the School District. These days shall be available as of the first official day of said school year whether or not a teacher reports for duty on that day.
- 36.2.2 Days of sick leave may be accumulated up to a maximum of two hundred forty eight (248) days.
- 36.2.3 The Superintendent's Office will send to each teacher a written notice informing him/her of his/her total accumulated sick days. This notice will be sent on or before August 1 of each year reflecting sick leave accumulation as of June 30 of the previous school year.
- 36.2.4 Central Office may require medical certification of illness.

36.3 Sick leave may be taken for the following reasons:

- 36.3.1 Personal illness, injury, or for any emergency remedial health treatment which can be obtained only during school hours.

- 36.3.2 Seven of the fourteen days may be utilized for family illness – "family" being defined as follows: employee's spouse, children, parents, or any other relative who is dependent solely upon the employee's physical care.
- 36.3.3 An extension of the family leave may be granted at the discretion of the Superintendent.
- 36.3.4 Two of the fourteen days may be used for personal business days. Personal business shall include any important affairs requiring the presence of the teacher which cannot be conducted outside of school hours. Acceptable use of personal business days shall also include family responsibilities such as transporting children/stepchildren to college, travel time and attendance at award ceremonies and graduations of family members, chaperoning child's/stepchild's Norwich Schools' field trips. Personal business shall not include recreational activities, such as golfing, boating, skiing, or hunting, nor personal activities such as vacations, shopping trips, seeking other employment or travel for non-business purposes. One of these two days may be utilized as a personal leave day which will not be limited to the above uses. Personal business leave may not be taken on the work day immediately preceding or following a scheduled holiday or recess period, or on an established conference day, except in the case of an emergency. A teacher shall give notice of personal business leave in writing on forms provided at the building offices at least seventy-two (72) hours before taking such leave, except in the case of an emergency. In the case of an emergency, the Office of the Superintendent should be notified with the written notification to follow. A teacher shall not be required to state the reason for requesting personal business leave other than that such leave is being taken under this provision.

36.4 Deductions

- 36.4.1 Deductions for absences beyond basic or accumulated sick leave and not approved shall be at the rate of one two-hundredth (1/200th) of the annual salary.

**ARTICLE XXXVII
SICK LEAVE BANK**

A sick leave bank will be established for use by the professional staff. The purpose of the bank will be to provide professional staff members with additional sick leave in cases of serious illness.

37.1 Criteria

- 37.1.1 Professional Staff will be allowed to donate up to two (2) days of their accumulated sick days to the bank in September of a given school year by using the appropriate form.
- 37.1.2 No professional staff member may donate more than two (2) accumulated sick days per school year.
- 37.1.3 When possible, sick bank days will be requested in writing to the Superintendent within 10 working days prior to use of the bank.
- 37.1.4 The Superintendent will initiate a meeting of a Board of Review comprised of two (2) teacher, Superintendent or his representative, one additional administrator, and the school physician. The individual's physician may attend the meeting to provide additional input to assess the need for such leave.
- 37.1.5 The total number of sick leave days granted for any bank member cannot exceed on hundred twenty (120) days during a school year. Re-application will be made at intervals of sixty (60) days following the application process.
- 37.1.6 Any staff member may apply for a sick bank leave if he/she has contributed to the bank or may have a representative apply on his/her behalf.
- 37.1.7 The total number of days within the sick bank will not exceed two (2) times the number of staff plus twenty (20) days.
- 37.1.8 Once the bank has been depleted to twenty (20) days, reinstitution of the contribution procedure shall be implemented.

- 37.2 The sick leave bank will be used as supplement to worker's compensation, disability insurance, income protection insurance, or any insurance plan designed to reimburse the employee for loss of pay as a result of serious illness. The combined total of the insurance plan and the sick leave bank cannot exceed the total daily rate of an employee.

ARTICLE XXXVIII
PARENTAL LEAVE

- 38.1 Parental leave shall include leave for adoption, childbirth and (ensuing) child rearing to all regular full-time employees. Subsequent child rearing leave may be granted in case of serious illness or other emergency circumstances requiring special parental attention.
- 38.2 Request for such leave shall be submitted in writing to the Superintendent of Schools with a minimum of 60 days notice. It shall further specify the period of time the leave is requested.
- 38.3 In the event the individual is not able to return to work at the end of the specified leave, medical certification shall be made to the Superintendent of Schools, with an indication as to when the individual will be able to return to work.
- 38.4 Such leave shall be granted for a period not to exceed four (4) semesters except when it is necessary to coincide with the start of a new semester. For the sake of program continuity, the parties will agree, if possible, to a return which would coincide with the beginning of a semester.

ARTICLE XXXIX
SABBATICAL LEAVE

- 39.1 Upon recommendation of the Superintendent of Schools, sabbatical leaves may be granted to teachers who have continuously served at least seven years in the school system for accredited travel-study program, study, or other purposes of value to the school system. A teacher granted sabbatical leave shall return to this school system for at least two years after his/her leave ends. In the event that said teachers does not return for said two-year term, he/she shall be obligated to repay the school district 2/20 of salary received while on sabbatical for each month of said two-year term he/she did not serve. Any repayment under this provision must be made within one year of written notification to the Board of Education of resignation.
- 39.2 The Board may grant such leaves for two percent of the total number of teachers in the system each year, provided that such number of qualified applications are received.
- 39.3 It is suggested that the following be included as criteria for the selection of candidates:

- a. Benefit to the District
 - b. Seniority
 - c. Availability of qualified substitutes
 - d. Benefit to the individual
 - e. The number of previous sabbatical leaves granted to the individual and/or department.
- 39.4 There shall be a lapse of seven years continuous service in the Norwich City School System between sabbatical leaves for the same teacher.
- 39.5 Applications for sabbatical leave must be submitted in writing to the Superintendent as follows:
- 39.5.1 For leave to start in September, a letter of interest may be submitted in December and a formal application must be submitted by January 15. The teacher will be informed of the action taken on his/her application no later than February 25.
 - 39.5.2 For leave to start in February, a letter of interest may be submitted by June and a formal application must be submitted by July 15. The teacher will be informed of the action taken on his/her application no later than August 25.
 - 39.5.3 That with agreement of the Superintendent the above deadlines may be extended to the notification date of an applicant's acceptance or rejection of any special education grant for which he/she may have applied (N.S.F., Ford, etc.)
- 39.6 Sabbatical leaves will provide for one-half salary during leave of absence of ten months (one school year), or full pay for leave of five months (one-half school year).

ARTICLE XL SHORT TERM LEAVES

Leaves for less than one college semester may be granted to teachers for the same purposes as sabbatical leaves, or for any purpose if, in the judgment of the building principal and the Superintendent the leave will improve the instructional program.

ARTICLE XLI
TEMPORARY TEACHERS
(Substitutes)

- 41.1 Any teaching position temporarily vacant because of a leave and known by the Superintendent to last for at least one semester will be filled by a substitute teacher. The substitute teacher will be placed at the appropriate step of the salary schedule.
- 41.2 Any vacant (open line) teaching position which the Superintendent has determined to be filled, shall be filled by a probationary appointment.
- 41.3 Once a temporary teacher has completed five (5) weeks filling in for the same teacher, he/she goes on the regular teacher's salary schedule.

ARTICLE XLII
TEMPORARY LEAVES OF ABSENCE

- 42.1 Each teacher shall be entitled to the following absences with pay each school year in addition to the leave specified under any other leave provision:
- 42.1.1 Up to five days at any one time in the event of death of a teacher's spouse, parents, brother, sister, children in-laws (mother, father, sister, brother), grandparents and grandchildren, in laws grandparents or anyone living within the confines of the household.
- (i) Under unusual circumstances not covered by the definition above, the teacher will be required to receive permission from the Superintendent.
- (ii) In order to obtain leave for reason as stated above, the teacher shall notify the Superintendent. In the event that factors of time and/or distance, or unavailability of the Superintendent, it shall be sufficient for the teacher to notify his building principal or vice principal, who in turn shall notify the Superintendent.
- 42.1.2 Other absences, when approved by the Superintendent of Schools, will be allowed at full pay. In the main, these absences will be for the following causes:

Court appearance
Professional meetings
Visiting other schools

42.2 Tenured teachers may be granted upon request to the Board of Education a leave of absence, without pay, for a period of one year or less for personal reasons. Written notification shall be made to the Board of Education, a minimum of 60 days prior to the time of the leave, except in the case of an emergency.

42.2.1 It is suggested that the following be included as criteria for granting such leave:

- a. Benefit to the District
- b. Seniority
- c. Availability of qualified substitutes
- d. Benefit to the individual
- e. The number of previous leaves granted to the individual.

ARTICLE XLIII **JURY DUTY**

Teachers called for jury duty shall receive the difference between the jury fee and their regular salary so that no loss is incurred by the teacher. If excused or excused early, the teacher will report back to work.

ARTICLE XLIV **CLASSROOM VISITATIONS BY TEACHERS**

In cases where the principal feels definite growth would result in an observation by a Norwich teacher within the Norwich system or in other school districts, the principal shall make the necessary arrangements with approval of the Superintendent. Such visitations may be teacher or principal originated; since a substitute will be normally required, some discretion should be exercised in the approval of same.

ARTICLE XLV **GRIEVANCE PROCEDURE**

45.1 Declaration of Policy:

45.1.1 In order to establish a more harmonious and cooperative relationship between teachers, administrators and members of the Board which will enhance the educational program of the Norwich City Schools, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of

grievances, promptly and fairly, as they arise and to seek equitable and proper treatment of teachers pursuant to established rules, regulations and policies of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

45.2 Definitions:

- 45.2.1 "A grievance shall mean any claimed violation, misinterpretation or inequitable application of this contract.
- 45.2.2 An "aggrieved party" is the person or persons making the claim. If, in the judgment of the Association, a grievance affects a group or class of teachers in the same building, the Association may submit such grievance in writing to the Building Principal directly at Level I – Step 2. If in the judgment of the Association, a grievance affects a group or class of teachers in more than one building, the Association may submit such grievance in writing directly to the Superintendent and processing of such grievance will commence at Level II. In such group or class grievance the Association shall have the same status as the grievant. All aggrieved parties shall be identified in writing at the outset of the group or class grievance.
- 45.2.3 An "immediate supervisor" shall mean the administrator to whom the teacher is directly responsible (e.g., building principal, director of technology and instructional support, director of student services, director of physical education).
- 45.2.4 Wherever days are mentioned in the grievance procedure, they shall mean "school days".

45.3 Basic Principles

- 45.3.1 The basic principle of this procedure is to secure at the lowest possible administrative level equitable solutions to grievances arising from the application of the agreement. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure, and every effort will be made by all individuals to keep all proceedings in the strictest of confidence.
- 45.3.2 Nothing herein contained shall be construed as limiting the right of any individual teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the NEO.

- 45.3.3 An aggrieved party shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal. All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.
- 45.3.4 An aggrieved party shall have the right to be represented, or have present at any stage of the procedures, a person or persons of his/her own choice, not to exceed three representatives.

45.4 Procedure-Hearing of Grievance:

- 45.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 45.4.2 If an aggrieved party does not present an alleged grievance to the building principal within 30 days of its occurrence or knowledge thereof, then the grievance shall be waived. If a grievance is not processed through the steps of the following procedure within the limits specified in those levels, then the grievance shall be waived.
- 45.4.3 In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

45.5 Procedure-Levels

45.5.1 Level One-Supervisor

- (i) In order to initiate action a member of the bargaining unit with an alleged grievance will first inform and discuss it with his or her immediate supervisor with the objective of resolving the matter informally.
- (ii) In the event that the aggrieved party is not satisfied with the informal discussion, within forty (40) calendar days of the occurrence or knowledge of the event, a formal written notice of the grievance shall be submitted to the building

principal. A meeting will be held with the building principal and a written disposition from the building principal relating to the grievance will be received within ten (10) days of receipt of the notice.

45.5.2 Level Two-Superintendent

- (i) In the event the aggrieved party is not satisfied with the decision rendered at Level One-Step 2, he or she may, within ten (10) days after receipt of this decision, file an appeal with the Superintendent. This appeal must include a copy of the decision rendered at Level One, and the stated disagreement the aggrieved party has with this decision.
- (ii) Within ten (10) days after receipt of this appeal, the Superintendent or his appointed representative shall hold a hearing with the aggrieved party in regard to the alleged grievance.
- (iii) Within ten (10) days after the conclusion of this hearing the Superintendent shall render a decision in writing to the aggrieved party.

45.5.2 Level Three-Board of Education

- (i) If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered with ten (10) days after he/she has met with the Superintendent or his/her appointed representative, and the grievance involves a question concerning the interpretation or meaning of the Agreement, he/she may file the grievance in writing with the Association and the Board of Education (with a copy to the Superintendent) within 15 school days after he/she has met with the Superintendent.
- (ii) Within fifteen (15) days after receiving the written grievance, or such longer time as may be mutually agreed upon, the Board will meet with the aggrieved party for the purpose of resolving the grievance. The Board may designate a committee of its members to hear the grievance and report thereon to the Board, which shall then act on such report. Within fifteen (15) days after he/she has first met with the Board or its designated committee, the Board will render a disposition of the grievance.

45.5.4 Level Four-Arbitration

- (i) If, within ten (10) days, the teacher and/or Association are not satisfied with the decision at Level 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education. A request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and thereafter.
- (ii) The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearing.
- (iii) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.
- (iv) The decision of the arbitrator shall be final and binding upon all parties.
- (v) The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XLVI
IRS SECTION 125 PLAN

- 46.1 The District will provide a comprehensive IRS Section 125 Plan. All administrative costs will be paid by the participating employees.

ARTICLE XLVII
DURATION OF AGREEMENT

- 47.1 It is agreed that all items presented for negotiations have been discussed by the parties in the negotiations leading to this agreement.

47.2 This Agreement shall be effective as of July 1, 1999 and shall continue through June 30, 2003.

FOR THE ASSOCIATION

Sandra Sampson
President

FOR THE DISTRICT

Robert L. Church
Superintendent of Schools

Patricia B. Githner
Negotiating Committee

James R. Wypor
Negotiating Committee

John M. Cumiskey
Negotiating Committee

Mike C. Oliver
Negotiating Committee

Jerry L. Lawton
Negotiating Committee

Dated this 21st day of October, 1999.

**MEMORANDUM OF UNDERSTANDING - HEALTH INSURANCE
DCMO BOCES CONSORTIUM AS EQUIVALENT**

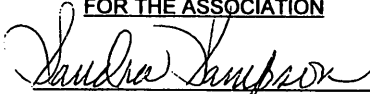
It is understood that the procedures used by the BOCES Health Care Consortium when it takes over a plan involve an analysis of the benefits of the current plan and the development of a new plan which provides equivalent or better benefits.

The only substantive change that takes place under the BOCES consortium is the funding mechanism and the third party administrator who administers the benefits.

With these understandings, it is agreed that the District, upon notice to the Association, may adopt the BOCES Health Care Consortium as the provider of health care benefits.

It is also understood that Association representatives will be given an opportunity to meet with representatives of the Consortium to discuss implementation prior to final adoption of the Consortium as a health care provider for unit employees.

FOR THE ASSOCIATION


President

FOR THE DISTRICT


Superintendent of Schools

NORWICH CITY SCHOOL DISTRICT

APPENDIX

To: Payroll Office

RE: Salary Reduction Agreement

Rules regarding Section 403(b) Salary Reduction:

TYPE OF SALARY MODIFICATION

1. New TSA Deduction
2. Stop All Payments
3. Cancel Old Carrier, Start New Carrier
4. Change in Amount of Deduction

I hereby request that the employment arrangement between us be modified so that part of the compensation which otherwise is payable directly to me will instead be used as payment toward an Annuity Contract or Custodial Account under the terms of Section 403(b) or 403(b)(7) of the Internal Revenue Code.

For this purpose, you are authorized to reduce my salary as follows:
(Check One Box and Complete the Section).

- ☐ 1. New TSA Deduction
\$_____ per paycheck, beginning with the first paycheck you are able to do so and for subsequent paychecks until further notice from me. I hereby authorize you to remit these payments to:

(Carrier)

(Address)

(City, State & Zip Code)

My calendar total January 1 – December 31 should be \$_____

- ☐ 2. Stop All Payments
Please stop all payments pursuant to my Salary Reduction Agreement, as soon as you are able to do so.

- ☐ 3. Cancel Old Carrier, Start New Carrier
Please stop all payments to my previous carrier _____ in the amount of \$_____
_____ per paycheck. I hereby request that all future TSA salary reductions in the amount of \$_____
_____ per paycheck be remitted to:

(Carrier)

(Address)

(City, State & Zip Code)

My calendar total January 1 – December 31 should be \$_____



4. Change in Amount of Deduction

Please change the dollar amount from \$_____ per paycheck to \$_____ per paycheck as soon as you are able to do so and for all subsequent paychecks until further notice from me.

My calendar total January 1 – December 31 should be \$_____

I agree to take full responsibility for determining that the salary reduction amount does not exceed the limits as set forth in applicable law. Additionally, I agree to indemnify and hold harmless the Norwich City School District against any and all actions, claims and demands whatsoever from contributions to annuities or custodial accounts in excess of contribution limits as defined under applicable law. Furthermore, I hereby certify that I agree to take full responsibility to ensure that the elections and salary reductions pursuant hereto comply with the requirements of the Internal Revenue Code. I am aware that there are various limitations on the amount of contributions which can be made on my behalf to Section 403(b) TSAs, including a yearly dollar cap on salary reduction elective deferrals made thereto. I have not received any tax advice or financial planning advice from the Norwich City School District, its officers, agents or its employees. I have, however, consulted my tax advisor and/or my investment company in this matter and accept responsibility if the amount of my contributions exceeds the previously referenced contribution limitations. This request and authorization shall continue in force until termination of my employment, subject to cancellation by me with respect to amounts not yet received and subject to any modification authorized by me.

Where the service provider has signed an agreement whereby they agree to provide a maximum exclusion allowance calculation to plan participants, I affirm that I have had such a calculation performed by the provider.

Date: _____

Signature: _____

Social Security No: _____

Name: _____

Street: _____

City, State, Zip: _____

Date Received _____

Received by: _____

Of Norwich City School District,
its _____